

THE AGRICULTURIST

RED HOGS.

The breeders of red hogs have organized an association uniting the New Jersey family called "Jersey reds," and those of New York, known as "Durocs." The latter have been mostly bred in Saratoga county, though quite common in Washington and Rensselaer counties. The name agreed upon is Duroc Jersey, which unites all interests, giving a foundation broad enough for all concerned. The following standard adopted is more for the typical hog than a representation of the red hog as they are now generally bred. The true Duroc Jersey hog should be long, quite deep bodied, not round, but broad on the back, and holding the width well out to the hips and hams; the head small compared with the body; the cheek broad and full, with considerable breadth between the eyes; bone not fine nor yet coarse, but medium. The legs should be medium in size and length, but set well under the body and well apart, and not cut up high in the flank or above the knee. The hams should be broad, full and well down to the hock. The neck should be short and thick, the face slightly curved, with nose short, the ear rather large and lapped over the eyes, the tail thick at the beginning and tapering to a point; a growth of hair of medium fineness, usually straight, but in some cases a little wavy, with few, if any, bristles at the top of the shoulders; color red, varying from cherry red or even brownish to light yellowish red, with occasional small flecks on belly and legs. The darker shades of red, without the black flecks, is the type most desirable. Disposition gentle. When full grown should dress from four hundred to five hundred pounds; pigs nine months old should dress two hundred and fifty to three hundred pounds.—*American Agriculturist*.

HEIFERS FROM THE BEST MILKERS.

We think all the best dairymen are agreed in regard to the profit of raising their own cows to supply additions to their herds. Very few have ever selected a valuable herd wholly by purchase. It has been said that if total depravity can ever be alleged against a farmer it will be found in his representations on the sale of cows. We have often enumerated the important points in favor of selecting the heifer calves from the best milkers, both for quantity and quality. If the dairyman give no heed to this point he will perpetuate his worthless cows with his good ones, and thus never improve his dairy herd. A large majority of dairymen have cows in their herds that do not pay their keeping, as they do not apply a test to the individual cows they continue not only to keep them, but to breed from them. This is the most suicidal policy. Although we strongly recommend dairymen to raise their own cows, we are far from advising them to perpetuate their poor cows. It would be even better policy to give them away to a favorite brother-in-law. The heifer calves from only the best cows should be raised and the weeding out should go on still further. When these heifers come into milk those that do not come up to the proper standard should be discarded. A careful test should always be made of each cow in the herd and of each heifer during her first period of milking. If the heifer has the appearance of a well formed milker and of having had a good dam it may not be judicious to pass upon her during the first milking season, if her quality is below the standard, for the next season may develop her satisfactorily.—*National Live Stock Journal*.

BROOD SOWS.

The first essential quality in a brood sow is she must be a good milker. If she is not this she will never succeed in rearing average litters, and if a sow falls below this she should not be retained as a mother. An ample flow of milk for the first eight weeks is the best aid the pigs can have, after which there is no objection if the yield falls off for the next four and the pigs are weaned by the time they

are three months old. The next most essential quality, in our estimation, is a gentle and motherly disposition. The sow should be kind to its young, and not one that will shove and push the pigs about at feeding time otherwise maltreat them. It is impossible to tell beforehand what disposition a female hog will manifest, and they can only be taken on trial as it were. Yet the offspring is apt to be pretty much as its dam, and if the mother is of the right character it is safe to give her young a trial, at least. A sow that is not kind to its young or that destroys its young we would not have, nor do we think it pays to keep such. A third quality which we regard as necessary in a good brood sow is freedom from beachiness. She must not be addicted to breaking fences, either to get in or out of a field. A hog of this kind will be sure to get into trouble and cause trouble, and will, in all probability, lose more young than she will rear. Besides, we would not like to have this bad quality transmitted to the progeny, for of all evils in a community breachy stock is one of the worst. As soon, then, as a brood sow (or any other hog, as to that matter) manifests a disposition to break through fences she should be made into bacon as soon as possible. Next to these good qualities, size and health are, of course, essential. A small animal can never produce a full litter (eight to twelve young) and an unhealthy mother is not fit for anything in this department of stock raising. The above perhaps embraces about all that can be considered essential qualifications in a brood sow, and any sow possessing them all may well be retained as long as possible for service. Of course, extra progenitiveness and high foraging qualities are good traits. And yet it is best, no doubt, to restrain sows somewhat, so as to permit but two, or at the most three broods in a year. Two is generally enough. But if the time can be controlled three may be allowed. Sows should be kept apart from the rest of the drove for some time before delivery and four or five weeks afterward. Each sow should have a pen and sleeping place of her own, and be enclosed at night to prevent injury from other hogs. Their feed should be liberal both before and after parturition, but not of a heating kind just at the period. Slops and bran are best for them then. Corn produces fat but not milk. Turnips, cabbage, apples and other fruit are good food for sows in brood. The second month the sow should have all she will eat.—*Rural Messenger*.

ADVICE ABOUT CART WHEELS.—People who are living in outlying districts who are puzzled to know how to keep their wheel tires secure, may find the following extract from a communication to the *Prairie Farmer*, supplied by a practical man, of some use:—"I have a wagon of which, six years ago, the fellows shrank so that the tires became loose. I gave it a good coat of hot oil, and every year since it has had a coat of oil or paint, sometimes both. The tires are tight yet, and they have not been set for eight or nine years. Many farmers think that as soon as wagon fellows begin to shrink they must go at once to a blacksmith's shop and get the tire set. Instead of doing that—which is often a damage to the wheels, causing them to dish—if they will get some linseed oil and heat it to boiling hot, and give the fellows all the oil they can take, it will fill them up to their usual size and tighten to keep them from shrinking, and also to keep out the water. If you do not wish to go to the trouble of mixing paint, you can heat the oil and tie a rag to a stick, and swab them over as long as they will take oil. A brush is more convenient to use, but a swab will answer if you do not wish to buy a brush. It is quite a saving of time and money to look after the woodwork of farm machinery. Alternate wetting and drying injures and causes the best wood soon to decay and lose its strength unless kept well painted. It pays to keep a little oil on hand to oil fork handles, rakes, neck yokes, whiffletrees, and any of the small tools on the farm that are more or less exposed.

It is always safest for a prophet to predict a mild winter. Should his prophecy fail, he can say it was a typographical error for wild.

SUPREME COURT—APRIL TERM. 1884.

Chief-Justice Judd on the Bench.

FRIDAY, April 11th, 1884.
SITTING IN BANCO.

J. C. Garrett vs. Hy. R. Macfarlane. appeal from the Supreme Court in Equity. Mr. J. M. Davidson for Appellant; Mr. C. W. Ashford for Respondent. On motion of Mr. Davidson the appeal was dismissed.

Rex vs. Aliona. Selling liquor without a license. Appeal from the Circuit Judge, Third Judicial Circuit. The Attorney-General for the Crown. Mr. A. S. Hartwell for Defendant. Matter of the question reserved. argued and submitted.

Mannuel Reis vs. J. Wendel. Mr. F. M. Hatch for Respondent; Mr. J. M. Davidson for Appellant. Case argued and submitted.

SATURDAY, April 12th, 1884.
Divorce Cases.

BEFORE CHIEF-JUSTICE JUDD.

Kamana vs. Kauai. Suit for nullity of marriage. Case proven.

Kaepa (k) vs. Hana (w). Mr. G. W. Pili- po for Libellant. Divorce granted.

Huaia (w) vs. Solomona (k). Mr. W. A. Kinney for Plaintiff. Suit for nullity of marriage. Case continued.

MONDAY, April 14th, 1884.

BEFORE CHIEF-JUSTICE JUDD AND A FOREIGN JURY.

Geo. Richardson and Russell Jules Germain, when brought up for trial, changed their former plea from that of not guilty to that of guilty. Sentenced to eighteen months' imprisonment at hard labor.

Chung Ah Din, charged with larceny of drafts, pleaded guilty to larceny in the 3rd degree and was sentenced to 18 months' imprisonment and \$10 fine. Mr. E. ff. Ward appeared for the prisoner.

Rex vs. Chun Ho. Plea, not guilty. Burglary. Mr. J. M. Davidson for defendant. Ah Yun, sworn stated: I am an actor in Chinese Theatre, and live there. My room is on third floor in the theatre building at the back on the city side. On the 1st March last some of my property was stolen out of my room. On that night I left my room and went down stairs to dress for the stage. My attention was drawn to a noise upstairs. On going to my room I found the door locked from the inside. Not being able to open it, I broke it open. Examined contents and found \$25 silver, two ten dollar gold pieces, and a set of silver tooth picks missing. Whilst engaged examined some persons called from below that a man had fallen from the room and was killed. When I heard this, I went down to perform my duty in the theatre. Top of room is lined with cloth. When I left the room everything was in order. At 12 o'clock that day I saw contents of my trunk and the things mentioned were in it. This is my hammer. Saw defendant in my room a few days previous with a friend of mine.

Cross-examined: Have lived in that room since the Chinese theatre was built. Do not know anything about there being a large room up stairs for public amusement. It is closed now. Friends of actors can go up there. There are 29 or 30 people in the Company. Have not recovered any of the stolen property except \$9.00. It is now in the possession of the police. Cannot recognize the dollars.

A second witness testified to hearing the noise upstairs, and afterwards finding the defendant lying down insensible, immediately under the first witness' window. A hammer and some silver dollars were found on the defendant's person. He had never seen the defendant before that night.

Several other witnesses were called and corroborated the above statements.

After address of counsel, and charge by His Honor, the jury returned a verdict of not guilty. The prisoner was discharged.

MONDAY, 14th April, 1884.

Rex vs. Ah Chow. Importing opium. Appeal from Police Justice of Honolulu. Mr. J. M. Davidson for defendant. Defendant pleaded guilty and asked that the sentence of the lower Court be lessened. The Court affirmed the judgment of the Police Justice.

Rex vs. Chu Tio. Gross cheat. Three cases. Appeal from Police Justice of Honolulu. Mr. W. R. Castle for defendant. After his examination of one witness, the Court, by consent of the prisoner and the respective counsel, directed the jury to render a verdict of guilty on the first two charges, and not guilty on the third, and sentenced defendant to be imprisoned at hard labor for fifty days on each charge.

Kamanu (w) vs. Kawai (k). Nullity of marriage. Continued from April 12th. After hearing further testimony, the Court granted the plaintiff the relief prayed for. Decree accordingly.

TUESDAY, April 15, 1884.

Mr. de Gouveia vs. L. Loka. Action on award of Fence Commissioners, South Kona,

Hawaii. Mr. Cecil Brown for plaintiff. Messrs. Piliipo, Kaulukou, and Holokahiki for defendant. The Court heard the testimony and arguments of counsel, and reserved decision.

Rex vs. Aliona. Selling liquor without license. Appeal from Circuit Judge, Third Circuit. Mr. Justice McCully read the opinion of the Court in Banco, denying the motion to dismiss the appeal.

Rex vs. Alau. Assault with deadly weapon. Mr. A. S. Hartwell for defendant.

This case was tried before a foreign jury. After the evidence and argument of counsel, the jury retired at 4:53 P.M., and at 9:33 P.M., having failed to agree, they were called into Court and discharged.

The Court adjourned at 9:35 P.M.

BEFORE A FOREIGN JURY.

Wednesday, April 16th, 1884.

Rex vs. Ah Young. Possession of opium. Appeal from Police Justice of Honolulu.

Messrs. J. M. Davidson and John Russell for defendant.

After the examination of four witnesses, the prosecution declined to proceed, and the jury by order of the Court, rendered a verdict of not guilty.

F. T. Lenehan et al vs. assignees of Lee Chat. Assumpsit. Mr. C. W. Ashford for plaintiffs.

Default having heretofore been made herein, the jury now assessed plaintiff's damages at \$2,664 41 with interest from March 13, 1883.

Oriental Telephone Co. vs. E. P. Adams. Assumpsit.

Mr. A. S. Hartwell for plaintiff. Mr. S. B. Dole for defendant.

After the examination of several witnesses the Court adjourned at 5 p. m. until 10 a. m. the following day.

THURSDAY, April 17, 1884.

Oriental Bell Telephone Co. vs. E. P. Adams. Continued from previous day.

Mr. A. S. Hartwell for plaintiffs. Mr. S. B. Dole for defendant.

The jury was formed of Messrs. J. Simonson, J. Hyman, A. Gartenburg, J. M. Oat, Jr., J. Emmuluth, L. Patten, W. Peacock, W. S. Luce, H. von Holt, F. Wundenburg, W. R. Lawrence, W. Rogers.

The evidence taken on Wednesday is not reported.

Mr. James Campbell and H. H. Widemann were called to give evidence for the plaintiffs.

W. W. Hall sworn, stated that he was a director of the Hawaiian Bell Telephone Co. for three years. The meetings were very exciting at times. Mr. Adams represented the Bell Telephone Co. of London. The difficulties culminated about a year ago. For the past two years he (Mr. Hall) would not like to have been in Mr. Adams' position. Should not think that \$1,500 a year was too much for his services. I am an officer in four of five corporate companies for which I get no salary. I am manager of one company. I get paid but not the President. I should not think that the ordinary work of the company was worth \$1,500 a year. There was considerable talk on the part of Mr. Adams—he was put to a great deal of worry.

Mr. A. G. Ellis, sworn, stated:—I am an auctioneer and stock broker. Have been with Mr. Adams since Dec. 1, 1881. I had no personal interest in the Bell Telephone Company. I considered it an injury to Mr. Adams' business and also to my own. Mr. Adams' attention to this agency took up a great deal of his time. Sometimes I had to do his whole work for a week at a time. When Mr. Adams proposed to me to go into partnership with him, I consented to do so in so far as his auction business, but I would have nothing to do with the Oriental Bell Telephone Company. I made an agreement last July that I was to be a full partner in all his business and specially agreed that he (Mr. A.) should resign all connection with the Oriental Bell Telephone Co. at the end of the year. I was present when Mr. Cargill suggested that Mr. Adams should secure a sufficient number of shares to secure the Presidency of the Company. I consider that Mr. Adams' services to the Oriental Bell Telephone, were, during 1882 and 1883 worth not less than \$250 a month.

In cross-examination Mr. Ellis stated that he formed a full partnership with Mr. Adams in 1883. They had several agencies. Their business had increased since Mr. Adams had sold the telephone shares in November last. Prior to July his interest depended to a certain extent upon the income of the business. He had had telephone shares in his possession but not in his own name. They were bought and sold by him as a dealer in stocks. In November last he bought stock from Mr. Widemann, and they were put either in his name or Mr. Adams'. He paid \$30 a share. He did not know of an offer being made by Mr. Adams to the London company to purchase the whole of their shares for \$25,000.

The Court took a recess at 11:45 a. m. until 1 p. m.

Mr. Dole said the evidence in this case was generally made up of letters. In the first

place, Mr. Adams received an honorarium of £50. On January 12, 1882, he wrote that £100 per annum would be satisfactory. He received a letter from the Company dated February 23, 1882, which was the answer to the one he had written. The tenor of this reply was that this agreement was good for 1881 only. The trouble commenced by the Hawaiian Company charging the London Company \$4,500, which was the equivalent of 505 shares that they claimed. Mr. Adams stood the whole brunt of the Hawaiian opposition to this Company. Not having accepted his first offer, he, in 1882, sent in his claim of \$1,500. From the time he made this claim they did not refuse. They said they would settle with him when the case was settled. They held him on to their agency with delusive hopes. The letters are full of verbiage containing thanks for Mr. Adams' services. They are worth nothing. They ultimately intended to leave Mr. Adams out in the cold, without any assets to liquidate the affairs of the Company. They were told that judgment in the former case carried costs, and on that understanding they charged themselves with £200 for the services rendered by Mr. Adams. Does it follow that because they failed to recover that amount that they alter their relationship to Mr. Adams? Their letter shows that they considered Mr. Adams was entitled to something for his extra services. In a letter from the Company to Mr. Adams, they claim a refund of \$1,000, that amount having been held back by Mr. Adams, in addition to his remuneration of \$500, as commission on sale of shares on behalf of the Company. The Company left nothing wherewith to liquidate their liabilities in this town. Had he (Mr. A.) not a lien on their funds until all their debts were paid? By their own statement they allow for 1882, \$1,000; for 1883, \$1,000, extra services in trial, and \$500 for ordinary services. Mr. Cargill, a director of the London Company, urged Mr. Adams to get the Presidency of the Honolulu Company in order to control the business. This he did.

One thousand dollars is not an extra charge on the sale of their shares. It will be argued that what the plaintiffs call a contract was to pay for the whole of Mr. Adams' services; also that he failed to sell this property. But the facts of the case are, Mr. Godfrey Brown went to the Coast before he interviewed Mr. Campbell on the subject of the purchase. Mr. Adams worked early and late to get the bid and he got it; he carried out the sale and is entitled to the commission, and it would be robbery if it was taken from him.

This great corporation has treated its own agent, who watched their own interests with fidelity, with contempt, and now wants to shake him off without one cent of assets or commission. A commission merchant has a lien on the money he receives, for his commission.

When the final telegram came authorizing Mr. Adams to sell for \$20,000, what is he to do? Is he going to sell and send the whole lot of the money to England without paying the debts here? It is not only not business, it is not honorable. The Court and the Counsel for plaintiff will probably tell you that Mr. Adams was bound to act by the telegram that was sent to him by the London Company.

Mr. Adams did not take a mean advantage of the company. He had charge of property worth \$20,000—a great deal more at one time. He told Mr. Hartwell, their attorney, that he was going to charge \$1,500 for 1882. He took the precautions a business man may take, but not bound to take. Under Mr. Adams' influence the shares rose from \$10 to \$70 per share. This shows the reasonableness of his charges. I think you will find there was no contract, but merely an agreement for 1881. They did agree to pay him \$1,000 extra for 1882, and you will not doubt find that he earned his commission by the sale he effected. He acted in the best interests of the company. They say in their last letter that he had no right to send them less than \$20,000 and yet there were several outstanding accounts against the company. They admit everything except commission and services as President, by their own letters. After the charge of the Court the matter would be simple in the minds of the jury.

Mr. Hartwell said he sought in this case to act with the utmost fairness to the defendant. It became him in his professional duties to do the best he could for his clients. It was his experience with juries in Honolulu that they were often at a loss to know what was the evidence and what was proved by that evidence; also, what the law is. It was not his right to lay down the law; that was for the Court to do. It was his duty to explain the facts, and the facts in this case are all on record. He related the history of the Hawaiian Company from its inception in 1880. He read the first letter of the London Company to Mr. Adams dated 19th May, 1881—and also referred to other letters that followed. After one year, Mr. Adams wrote a letter in which he stated that £100 per annum would remunerate him for his services. He (the learned counsel) would have written them, had he been in the defendant's place, that in 1882 and 1883 the work was worth more than \$500 a year, but he would not have drawn on them for the extra amount unless they had agreed to pay that amount whatever it might be. A charge was made